

**Memorandum of Understanding
between the
Missouri Department of Natural Resources
and the
Missouri State Highway Patrol**

I. Purpose of the Agreement

This document defines responsibilities and coordinates the activities of the Missouri Department of Natural Resources (MDNR) and the Missouri State Highway Patrol (MSHP) in relation to the enhanced Inspection and Maintenance (I/M) program in the state.

Both agencies are concerned with the transition from a decentralized, test and repair, BAR90 technology, emission and safety program to a centralized, test-only, IM240 emission test program with possibly a separate safety inspection program in the St. Louis area. Additional changes include Franklin County, which will start a centralized basic I/M program during the transition period.

II. Parties

The director of the MDNR and the superintendent of the MSHP enter into this agreement. Both parties to this agreement understand and acknowledge that either party can withdraw at anytime, rendering this document void. Both parties further understand and acknowledge that this agreement can be revised at anytime, if revisions are mutually acceptable. References to the director or superintendent of these two agencies may be construed to mean their appropriate designates. Specific responsibilities for the MDNR, Division of Environmental Quality, Air Pollution Control Program (APCP) are the responsibility of the department. Specific responsibilities of the MSHP, Motor Vehicle Inspection (MVI) division are the responsibility of the MSHP.

III. Agency Roles

Currently both agencies are involved in administration of a joint vehicle emission and safety inspection program in the City of St. Louis, St. Louis County, St. Charles County, and Jefferson County.

The July 1997 Emission Legislative Oversight Committee agreed that any modifications to the current program would be infeasible, given the plans to replace the program. This includes any changes in software or hardware used by stations. The current I/M program will terminate on December 31, 1999.

MDNR

Enhanced I/M Program: MDNR is the lead agency with respect to motor vehicle emission inspections. MDNR will conduct all planning, oversight and reporting on emissions reductions or emission inspection specifics to the federal level, state legislature, or other state entities. MDNR will notify the MSHP superintendent of any suspected illegal activities.

MSHP

Safety Inspection Program: MSHP is the lead agency for the safety inspection program. MSHP will conduct all planning and reporting on the safety program to federal agencies, the state legislature, or other state entities.

Enhanced I/M Program: The superintendent of the highway patrol may seize documents which the superintendent suspects are counterfeit or illegally obtained in violation of this section for the purpose of enforcing this section.

IV. Responsibilities

A. Rules

MDNR will promulgate all rules, revisions, amendments, or rescissions on transient emissions inspections and emission waivers.

MSHP agrees to assist in the termination of the current combined safety and basic emission inspection program.

B. Analyzer Software and Data Processing

MDNR will be the lead agency with centralized data transmittal and processing. MDNR will process all data received from I/M station analyzers that pertain to emissions inspections. MDNR will forward to the MSHP safety inspection data transmitted from stations, if necessary.

MDNR will be the lead agency with the I/M station analyzer computer components. MDNR will assure correct function of current software and verify any new versions that vendors or the state initiate. MDNR will assist with new software version checks.

C. Field Operations

MDNR will perform field operations including, but not limited to, analyzer audits, station overt and covert audits, inspector testing, station licensing and enforcement activities. MDNR will be the lead agency in designing parts of field operations that must comply with state or federal rules related to emission control.

MDNR will be responsible for fieldwork that is primarily emissions related such as issuance of waivers to the emission test requirements.

MSHP will perform criminal investigations at the discretion of the superintendent.

D. Quality Assurance Facility/Data Collection

MDNR will lease or own any Quality Assurance, or Referee facility(ies), and provide adequate staff at the facility to meet the public demand for services related to emissions inspection.

The current Referee facility will close when both parties agree that it is no longer necessary to continue its operation. The data collected from the current emission analyzers will no longer be collected at such time when both parties agree.

E. Enforcement

After requesting assistance in an investigation, MDNR will assist in the gathering of evidence, including but not limited to, the presentation of data gathered from analyzer computers and reports of observations at stations. MDNR will present such data or provide witnesses at hearings or in court for suspected violations for emissions rules.

F. Inter-Agency Communication

Both agencies will remain cognizant of and strive to meet the need for timely information transferal. This will be important before, during and after any changes or additions to I/M programs or transition to other programs.

MDNR will inform MSHP as early as possible of forthcoming significant events, such as date of new federal requirements, emission reduction plans, any new emission inspection programs, selected station sites and inclusion of new areas in any emission inspection program.

G. Public Information

MDNR's APCP will be responsible for the creation and distribution of public information documents or news releases concerning the emissions inspection program, including information on field or enforcement activities conducted by MSHP. MDNR will inform MSHP of documents or releases that mention MSHP, or MSHP responsibilities, and seek their concurrence.

MSHP will be responsible for documents or releases pertaining to safety inspections. MSHP may, at its discretion, distribute informational material developed by MDNR concerning the current emissions program, or changes to the program.

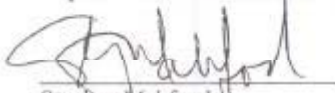
V. Effective Date

This Memorandum of Understanding is effective when both parties have signed the MOU.

VI. Signatures


This Memorandum of Understanding and any attached appendices are agreed to and are binding on our respective agencies.

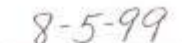
Department of Natural Resources


Stephen Mahfood
Director


Date

Missouri State Highway Patrol


Weldon L. Wilhoit
Superintendent


Date

**Interagency Agreement Between
Missouri Departments of
Revenue
and
Natural Resources**

I. Purpose of the Agreement

This document is entered into to define responsibilities of the Missouri Department of Natural Resources (MDNR) and the Missouri Department of Revenue (MDOR) as they relate to the vehicle emission inspection/maintenance (I/M) program in the St. Louis nonattainment area. Both agencies are concerned with the transition from a decentralized, annual I/M and safety program to a centralized, biennial I/M and separate safety program. Additional changes include Franklin County, which will start a centralized basic I/M program during the transition period.

II. Parties

This agreement is entered into by the Missouri Department of Natural Resources (MDNR) director and the Missouri Department of Revenue (MDOR) director. References to the directors of these two departments can be construed to mean their appropriate designees. The specific responsibilities for the MDNR, Division of Environmental Quality (DEQ), Air Pollution Control Program (APCP) and the MDOR, Division of Motor Vehicle and Driver's License are the responsibilities of their respective departments.

III. Agency Roles

Currently a combination emission and safety inspection program is operated in the St. Louis area. The program is administered jointly by MDNR and the Missouri State Highway Patrol (MSHP). Planned is a program in which emission inspections under MDNR will be done biennially and will be separate from safety inspections under the State Highway Patrol.

MDOR

License renewal is contingent on verification of passing an emission inspection. Policies for fee offices and state license offices will be developed by MDOR, if any additional areas are covered under an I/M program or the existing programs are implemented.

MDNR

MDNR will oversee emission inspection operations. Any reporting of inspection related data to the federal level or to state entities will be done by or under contract to MDNR.

IV. Responsibilities

A. Confiscation of Fraudulent Documents

MDOR

Section 643 RSMo grants the Superintendent of the Highway Patrol the authority to confiscate fraudulent or suspected counterfeit documents. MDOR and their designees will deny motor vehicle registration if any fraudulent documents are suspected. MDOR and their designees will make copies of any suspected fraudulent documents and send the copies to the MSHP. MDOR will report to MDNR and the MSHP of any suspected illegal activities that are related to motor vehicle registration.

MDNR

Identification procedures related to document security measures will be relayed from MDNR to MDOR.

B. Data Transferal/Forms/Procedures

Both agencies will share vehicle data. Details of procedure and formatting will be mutually agreed upon. Further, procedures for handling exemption of vehicles will be mutually agreed upon.

MDOR

Vehicle and license data will be shared by MDOR with MDNR, and any contractor to MDNR. MDNR intends for data to be available on a real-time basis at its office and at I/M inspection stations. MDOR will make changes in forms and procedural guidance to accommodate emission inspection information. MDOR will provide a set of rotating unmarked license plates to be used for covert audits in the I/M program.

MDNR

Sticker number and vehicle emission inspection data will be shared by MDNR with MDOR. MDNR will strive to make passing and failing emission test documentation easily distinguishable and will clearly mark passing form expiration dates.

C. Information

MDOR

Queries concerning the emissions inspection program will be referred by MDOR to MDNR. MDOR may, at its discretion, insert information provided by MDNR in mailings, such as routine license renewal notices.

MDNR

Information about the inspection program will be initiated by MDNR. State agencies and the general public will be kept informed of specifics of the emission inspection program by MDNR.

D. Inter-Agency Communication

Both agencies will remain cognizant of and strive to meet the need for timely information transferal. This will be important before, during, and after any changes or additions to current programs or transition to other programs.

MDNR will inform MDOR as early as possible of forthcoming significant events, such as date of new federal requirements, any new emission inspection programs, selected station sites and inclusion of new areas in any emission inspection program.

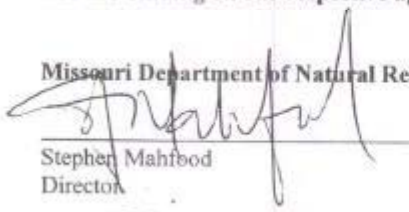
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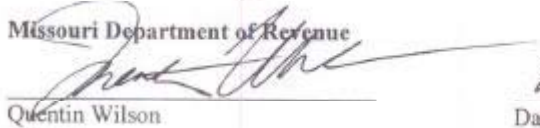
This Memorandum of Understanding and any attached appendices are agreed to and are binding on our respective agencies.

Missouri Department of Natural Resources


Stephen Mahfood
Director


Date

Missouri Department of Revenue


Quentin Wilson
Director


Date